

Inmate Communications Agreement

CONTRACT BETWEEN THE COUNTY OF STANLY, NC AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this 30 day of November, 2017, by and between NCIC Inmate Communications, (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and the SUBSCRIBER having its principal place of business at:

Address: 223 S 2nd Street

City, State: Albemarle, NC Zip: 28001

Contact: Sheriff George T. Burris

Phone: 704-986-3714

Fax: _____ Email: gtburris@stanlycountync.gov

WITNESSETH

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide a turnkey inmate telephone, video visitation and related communication services at no cost to the county; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

I. TERM

(A). This Agreement shall begin on the date of completed installation of both the inmate telephone and video visitation systems, and continue in full force and effect for a period of two (2) years from such date with options to renew under same terms and conditions for additional two (2) year periods until contract is terminated.

II. SCOPE OF SERVICE

(A). **Inmate Telephone System**

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable Inmate Telephone System (ITS). The ITS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(B). **ITS Payment**

The company will forward monthly payment to subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 55 (%) of gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism (s).

(C) **ITS Rules and Regulations (General)**

1. The Provider shall adhere to any and all municipal, state or federal requirements for ITS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ITS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all ITS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ITS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(D). **Provider's Responsibilities - ITS**

1. Provide a comprehensive ITS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ITS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;

6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ITS system and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). ITS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ITS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

(F). ITS System Functionality (General)

The Provider shall provide an ITS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ITS shall contain security features which prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

(G). Inmate Telephone Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). Video Visitation System

Provider shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS). The VVS shall, depending on the requirements of the Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(I). VVS Payment

The company will forward monthly payment to subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 20% (%) of gross **remote** visitation session revenue associated with remote visitation originating from the facility not to include federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism (s). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

(J). VVS Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all VVS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(K). Provider's Responsibilities – VVS

1. Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of the Subscriber;
2. Provide an VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
3. Installation of new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;

8. Provision of all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of remote visitation sessions and monthly revenue statements provided, upon request.

(L). VVS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). VVS System Functionality (General)

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, and tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate, and will charge a per-minute rate for any off-site (remote) visitation sessions connected. The Provider shall provide remote access to authorized users at Cherokee County for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VSS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client restrictions.

(N). Video Visitation Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(O). ITS and VVS Equipment Service & Maintenance

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

III. General Policies

(A). Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days, if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

(B). Indemnification

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

(C). Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this agreement.

(D). Assignment

In the event that Provider transfers authority of the Facility covered by this agreement, there shall be no required consent by the Subscriber to the assignment of this agreement.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity

During the term of this Agreement, the Subscriber agrees to grant the Provider exclusive rights to install and maintain Inmate Communications Services for all Facilities owned and future Facilities operated or governed by the Subscriber, inclusive of all inmate communications products and services.

SUBSCRIBER

George T. Burris
Signature
George T. Burris
Print Name
Sheriff
Title
12/15/17
Date

NCIC Inmate Communications

William Pope
Signature
William Pope
Print Name
President
Title
12-28-17
Date

ATTACHMENT A
RATES, FEES AND COMMISSIONS

ITS Calling Rates			
Call Type	Collect Per Minute Rate	Pre-Paid Collect Per Minute Rate	Debit/Debit Cards Per Minute Rate
Local	\$0.24	\$0.24	\$0.24
Intralata/Intrastate	\$0.24	\$0.24	\$0.24
Interlata/Intrastate	\$0.24	\$0.24	\$0.24
Interlata/Interstate	\$0.24	\$0.24	\$0.21
International	\$0.50	\$0.50	\$0.50
Commission Amount:	55% of Gross Call Revenues		
Additional	\$30 per inmate per month guarantee		
Additional	Turn Key Video Visitation System at no cost		

ITS Allowed Fees		
Approved Charge/Fee Name		Amount
Pre-Paid Funding Fee (Automated):		\$3.00
Pre-Paid Funding Fee (Live Representative):		\$5.95
Pre-Paid Funding Fee via Cash, Money Order or Check:		\$0.00
Pre-Paid Funding Fee via Third Party (i.e. MoneyGram, Western Union, etc.):		No Markup
MoneyGram:		\$4.99 – No Markup
Western Union:		\$6.50 – No Markup
Other Third Party:		
Applicable Required Taxes:		Vary (Pass-Through/No Markup)
All Other Fees:		Not Allowed

Remote Video Visitation (If applicable)		
Charge/Fee Name	Charge/Fee Description	Amount
Per Minute Usage	Rate per completed minute for remote video visitation sessions.	\$0.38
CC Funding Fee	Funding fee for remote VVS account – no markup	3%
Commission Amount:	Remote Visitation Commission - 20 %	

ATTACHMENT B
CUSTOMER PRODUCT LIST

NCIC Customer Product	Included at no cost? (Yes/No)
"Inmate Call Engine" (Inmate Phone System)	YES
Inmate Phone and Visitation Recording	YES
Commissary by Phone	YES
Inmate PIN System	YES
Integration with JMS or Commissary	YES
"Secure Collect" (Online/Live operator account set up.)	YES
InTouch Visitation (Video Visitation)	YES
Anytime Voicemail and Broadcasting	YES
Inmate Trouble Ticket	YES
Complete System Installation, Training, Upgrades and Maintenance.	YES
Voice Biometrics	YES
Advanced Investigation Suite (Google maps address location, alerts, call briefcase, etc.)	YES
Live Multilingual Call Center	YES
Online Visitation Scheduling	YES
Quarterly Preventative Maintenance	YES

SUBSCRIBER

George T. Burris
 Signature

George T. Burris
 Print Name

Sheriff
 Title

12/15/17
 Date

NCIC Inmate Communications

William Pope
 Signature

William Pope
 Print Name

President
 Title

12-28-17
 Date

STATE OF NORTH CAROLINA
COUNTY OF STANLY

**ADDENDUM TO INMATE COMMUNICATIONS AGREEMENT DATED
NOVEMBER 30, 2017 BY AND BETWEEN COUNTY OF STANLY, NC AND
NCIC INMATE COMMUNICATIONS, INC.**

To the extent that the terms of this Addendum to Inmate Communications Agreement Dated NOVEMBER 30, 2017 By and Between County of Stanly, NC and NCIC Inmate Communications, Inc. (hereinafter referred to as "Addendum") conflict with the terms of the Inmate Communications Agreement dated NOVEMBER 30, 2017 by and between County of Stanly and NCIC Inmate Communications, Inc. (hereinafter referred to as "Agreement"), Attachment A – Rates, Fees and Commissions (hereinafter referred to as "Attachment A"), or Attachment B – Customer Product List (hereinafter referred to as "Attachment B"), the terms set out below shall control:

- (a) The following sentence is hereby added to the end of subsection (A). of section **I. TERM** of the Agreement:
Upon completed installation of both the inmate telephone and video visitation systems, the parties agree to execute an amendment to the Agreement for the purpose of memorializing the start and end date of the term of the Agreement.
- (b) The following phrase is hereby stricken and removed from the last sentence appearing in subsection (B). **ITS Payment** of section **II. SCOPE OF SERVICE** of the Agreement:
"and any other cost recovery mechanism(s)."
- (c) The second sentence appearing in 2. of subsection (C) **ITS Rules and Regulations (General)** of section **II. SCOPE OF SERVICE** of the Agreement is hereby stricken and removed from the Agreement.
- (d) The sentence appearing in 7. of subsection (D) **Provider's Responsibilities – ITS** of section **II. SCOPE OF SERVICE** of the Agreement is hereby stricken and removed from the Agreement and is hereby replaced with the following:
Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery and to meet the Subscriber's requirements.
- (e) The following phrase is hereby stricken and removed from 10. appearing in subsection (D). **Provider's Responsibilities - ITS** of section **II. SCOPE OF SERVICE** of the Agreement:
", upon request."
- (f) The following sentence is hereby added to the end of subsection (E) **ITS Installation (General)** of section **II. SCOPE OF SERVICE** of the Agreement:

Provider will ensure that informational flyers, placards, or other media is provided to inmates and visitors showing ITS use instructions, rate information and any other information deemed essential to the utilization of the ITS.

- (g) The following phrase is hereby stricken and removed from the second sentence appearing in subsection (I). **VVS Payment** of section **II. SCOPE OF SERVICE** of the Agreement:
“and any other cost recovery mechanism(s).”
- (h) The second sentence appearing in 2. of subsection (J) **VVS Rules and Regulations (General)** of section **II. SCOPE OF SERVICE** of the Agreement is hereby stricken and removed from the Agreement.
- (i) The sentence appearing in 7. of subsection (K) **Provider’s Responsibilities – VVS** of section **II. SCOPE OF SERVICE** of the Agreement is hereby stricken and removed from the Agreement and is hereby replaced with the following:
Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery and to meet the Subscriber’s requirements.
- (j) The following phrase is hereby stricken and removed from 10. appearing in subsection (K). **Provider’s Responsibilities - VVS** of section **II. SCOPE OF SERVICE** of the Agreement:
“, upon request.”
- (k) The word “Cherokee” appearing in the third sentence of subsection (M). **VVS System Functionality (General)** of section **II. SCOPE OF SERVICE** of the Agreement is hereby stricken and removed from the Agreement and is hereby replaced with the following:
“Stanly”
- (l) The following is hereby added to the end of subsection (A). Termination of section **III. General Policies** of the Agreement:
Additionally, this Agreement may be canceled by Provider upon ninety (90) days' written notice to the Subscriber, and the Subscriber may terminate this agreement upon ninety (90) days' written notice to Provider.
- (m) The text appearing in subsection C). Provider’s Insurance of section **III. General Policies** of the Agreement is hereby stricken and removed from the Agreement and is hereby replaced with the following:
Provider shall obtain, at its sole expense, all insurance as required in the Subscriber's contract control policy and shall not commence work until such insurance is in effect and certification thereof has been received by the Subscriber’s Finance Director. Such insurance shall name Stanly County as Additional Insured under both General Liability and Auto Liability policies. Should said Certificate of Insurance expire prior to the termination of this

contract, Provider shall supply to the Subscriber an updated certification prior to the expiration of the Certificate initially provided.

Failure of the Subscriber to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Subscriber to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.

- (n) The text appearing in subsection (D). Assignment of section **III. General Policies** of the Agreement is hereby stricken and removed from the Agreement and is hereby replaced with the following:
Provider shall not assign all or any part of this Agreement to any other party without the prior written consent of the Subscriber.
- (o) The text appearing in subsection (G). Governing Law of section **III. General Policies** of the Agreement is hereby stricken and removed from the Agreement and is hereby replaced with the following:
Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina. Unless prohibited by law, any action resulting from this Agreement shall be brought solely in the General Court of Justice of North Carolina sitting in Stanly County North Carolina.
- (p) The following is hereby added to the end of subsection (I). Exclusivity of section **III. General Policies** of the Agreement:
Notwithstanding anything herein to the contrary, Provider agrees and acknowledges that Subscriber is currently under contract with Kimble's Food by Design (hereinafter referred to as "Kimble's") for the provision of various products and services to inmates and friends and family of inmates and that said contract with Kimble's does not breach any terms or conditions of this Agreement.
- (q) **SUBCONTRACTING** - Provider shall not sub-contract all or any part of the services provided for in this Agreement without prior written approval of the Subscriber.
- (r) **RELATIONSHIP OF PARTIES** - Provider is an independent contractor of the Subscriber. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Subscriber. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations which are applicable to provisions of the services called for herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the Subscriber. Provider shall ensure that it maintains a properly executed IRS Form W-9.

- (s) **CONFIDENTIALITY** - Provider may, during the course of providing his or her services hereunder or in relation to this Agreement have access to, and acquire knowledge regarding personnel, materials, data, systems, and other information which may not be accessible or known to the general public. Any knowledge acquired by Provider from such materials shall not be used, published or divulged by Provider to any person, firm or other entity without prior written approval of the Subscriber.
- (t) **NON-WAIVER** - Failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- (u) **E-VERIFY COMPLIANCE** - If Provider is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. Provider also agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.
- (v) **IRAN DIVESTMENT ACT CERTIFICATION** - Pursuant to North Carolina General Statute § 147-86.59, Provider hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter referred to as "List"). Additionally, Provider hereby certifies that it shall not utilize any subcontractor in the performance of this Agreement that is identified on said List.
- (w) **ENTIRE AGREEMENT** - The parties have read this Addendum and agree to be bound by all of its terms, and further agree that it, along with the Agreement, Attachment A, and Attachment B, constitute the complete and exclusive statement of the Agreement between the parties unless and until modified by a writing signed by the parties. Modifications may be evidenced by telefacsimile signatures.

STANLY COUNTY, NORTH CAROLINA

By George T. B.
 Date 12/15/17
 223 South 2nd Street
 Albemarle, NC 28001

PROVIDER

By W. B. Jr.
 Date 12-28-17
 607 E. Whaley Street
 Longview, TX 75601
 Federal Tax ID#: 75-2667424

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Jay R. Hansen
 FINANCE DIRECTOR